Prepared by Caesar E. Urrutia, Attorney, 601 Stahlman Bldg., Nashville, Tennessee

INSTALLMENT DEED

FORM 1008

BOOK 4214 PAGE 706

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Haywood Realty Company (NAME:)	same (NAME:)	Map 71-15
119 Union Street (STREET ADDRESS OR ROUTE NUMBER)	same (STREET ADDRESS)	Par. 423
Nashville, Tennessee (CITY) (P. O. ZONE) (STATE)	same (CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION OF the sum of Five Thousand Five Hundred and No/100 ($5,500.00) DOLLARS

of which $ 500.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantees

have executed its one promissory note of even date herewith payable to the order of the grantors in monthly installments as follows: On the 1st day of March, 1968 the sum of $50.00 and thereafter alike amount on the 1st day of each succeeding month. Said payments to be applied first to payment of interest at the rate of 6% per annum, on the principal sum or so much as shall from time to time remain unpaid, and the balance to be applied to the payment of the principal sum, until the entire amount, both principal and interest has been paid in full.

STATE TAX $ 3.00
PROBATE .50
TOTAL $ 3.00

FEB 26 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

STATE TAX $ 14.30
PROBATE 1.50
TOTAL $ 14.80

FEB 26 1968

FELIX Z. WILSON, II
COUNTY REGISTER
DAVIDSON COUNTY, TENN.

and providing for payment of attorney's fees, and to secure the payment of said note or notes, principal and interest, and attorney's fees, a lien is expressly retained on the land herein conveyed.

We, Ollie C. Batts and wife, Pauline Carter Batts

hereinafter called the grantors, have this day bargained and sold, and do hereby transfer and convey unto Haywood Realty Company, Trustee

herein called grantees, their heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in Davidson County, Tennessee, being Lot No. 32 on the Plan of Crutcher's Subdivision of part of the Lucy H. Lindsley tract, as of record in Book 161, page 129, Register's Office for said County.

SAID Lot No. 32 fronts 50 feet on the easterly side of Pennock Avenue and runs back between parallel lines 176.8 feet, more or less to an alley.

BEING the same property conveyed to Ollie C. Batts and wife, Pauline Carter Batts by deed from Eva Allen Carter, widow, of record in Book 1012, page 69, Register's Office for Davidson County, Tennessee.

This conveyance is made to Haywood Realty Company, Trustee with full power to sell, transfer, convey and mortgage without the joinder of any other person.

This is unimproved ( ) improved (X) property, known as 1215 (House Number) Pennock Avenue (Street) Nashville, Tennessee (P. O. Address: City or Town) (Postal Zone)

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto Caesar E. Urrutia Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ INS Value until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st. To the payment of all costs, charges, and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorney's fees for advise in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.
2nd. To the payment of all taxes which may be unpaid on said premises.
3rd. To the payment of all unpaid notes herein secured, and any and all sums expended in the protection of said property, as herein authorized.
4th. The residue, if any, will be paid to the grantees herein, their heirs, representatives or assigns.

In case of the death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, the lawful owner and holder of said lien notes, or, if more than one, then of the first-maturing unpaid note, is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the said Trustee shall be vested in said successor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Said trustee shall execute this trust without being required to give bond, and he shall not be required to file any account or settlement in relation to his trusteeship.

IN WITNESS WHEREOF, we, the said grantors and grantees, have hereunto set our hands this the 31st day of January 1968.

Haywood Realty Company

By Suzanne Sherrod
Suzanne Sherrod, President

Ollie C Batts

Pauline Carter Batts

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $ 5500.00 Affiant D. E. Matheny.
Subscribed and sworn to before me this 26 day of Feb 1968.

Deputy Register J Gentry

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me M. L. Kendall, a Notary Public in and for said County and State, the within named Ollie C. Batts and wife, Pauline Carter Batts the bargainor S, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tenn. this 31st day of January 1968

Commission Expires Apr 9 1971 Notary Public.

STATE OF Tennessee
Davidson County

Before me, M. L. Kendall, a Notary Public within and for the State and County aforesaid, personally appeared Suzanne Sherrod with whom I am personally acquainted and who upon her oath acknowledged herself to be the President respectively of the Haywood Realty Company the within named bargainor, a corporation, and that she as such President and being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said Suzanne Sherrod as such President and attesting the same by the said

WITNESS my hand and official seal at office at Nashville, Tennessee on this the 31st day of January 1968

My commission expires Apr 9-1971 M. L. Kendall Notary Public

INSTALLMENT DEED

FROM
Ollie C. Batts and wife,

Pauline Carter Batts

TO
Haywood Realty Company,

Trustee

Attorneys Title Company
Titles Guaranteed
NASHVILLE, TENN.

07127

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

FEB 26 4 07 PM '68

NOTE BOOK 118 PAGE 326
RECORDING FEE $ 3.00
DEP. REG.

FILED

REAL ESTATE INSURANCE and LOANS
SEE ME BEFORE YOU BUY OR SELL YOUR HOME
NASHVILLE TENN

Prepared by
Morrow + Waite Attys
3721 Nolensville Rd
Nashville, Tenn.

First National Bank, Inc.
Lewisburg, Tennessee

BOOK 4214 PAGE 708

You are hereby notified that M. D. Cashion d/b/a Woodbine Paving Company of Nashville, Davidson County, Tennessee, does claim and assert a Furnisher's and Mechanic's Lien, as provided by Code Section 64-1101 through 64-1142, et seq., T.C.A., and as amended for material furnished, delivered, installed and used in and on your property located in Davidson County, Tennessee, duly described in the attached Notice of Furnisher's and Mechanic's Lien, which material and labor was furnished by contract by Woodbine Paving Company, for the improvements of said real property and the improvements of a structure upon the same. Said attached Notice is made a part hereof by reference as if fully copied herein verbatim.

M. D. CASHION d/b/a WOODBINE PAVING CO.

By M. D. Cashion

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The within instrument, together with the attached Notice of Furnisher's and Mechanic's Lien, came to hand this the 26 day of February, 1968, M. D. Cashion of Nashville, Davidson County, Tennessee, did send a copy of this Notice by registered mail, return receipt requested, to First National Bank, Inc., at Lewisburg, Tennessee.

M. D. CASHION d/b/a WOODBINE PAVING CO.

By M. D. Cashion

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me Kirk C. Waite, a Notary Public, in and for said County aforesaid, this 26 day of February, 1968.

Kirk C. Waite
NOTARY PUBLIC

My Commission Expires: 4-30-70

NOTICE OF MECHANIC'S LIEN BOOK 4214 PAGE 709

WHEREAS, M. D. Cashion, d/b/a Woodbine Paving Company of Nashville, Davidson County, Tennessee, did furnish labor and materials for the improvement of a structure and land hereinafter described, owned by First National Bank, Inc., Lewisburg, Tennessee, said materials having been installed and used upon the improvement of said land and improvement thereon by contract between M. D. Cashion and Oscar Tucker, Agent of First National Bank, Inc., at Lewisburg, Tennessee, the amount owing for said labor, materials and installation, being the sum of two thousand thirty two and 46/100 dollars ($2,032.46).

WHEREAS, said labor, materials and installation were used upon and in a residence structure and improvement of the land upon which the said residence is erected upon the said real property which is situated in Davidson County, Tennessee described as follows:.

Land in Davidson County, Tennessee, being Lot No. 3 and the northerly ½ of lot No. 4 on the map of Burrough, Jackson Patterson Subdivision of part of block A of Patterson Subdivision of Maple Hill as of record in book 332, page 55 Register's Office for said county. Said plan of Burrough, Jackson Patterson Subdivision is not of record and is described according to a survey made by Z. J. Wilkinson, July 19, 1941, as follows:

Beginning at a point in the westerly margin of Nolensville Pike, 100 ft. south of the southwest corner of Nolensville Pike and McIver street, thence, with the westerly margin of Nolensville Pike southerly 75 feet to a point; thence, westwardly 151½ feet more or less to the east margin of Lot No. 13 of said subdivision, thence, with the easterly margin of Lot No. 13 northwardly 75 feet to a common corner of Lot 2 and 3 thence with the lines of the said two lots eastwardly 151 ft. to the westwardly margin of Nolensville Pike to the point of beginning.

Being the same property conveyed to First National Bank, Inc., from Campbell Jenkins by deed of record in book 3618, page 559, Register's Office for Davidson County, Tennessee.

WHEREAS, the said labor and materials were last furnished on the 28th day of November, 1967.

WHEREAS, payment for said labor and materials having not been made, M. D. Cashion d/b/a Woodbine Paving Company does hereby claim a Mechanic's Lien upon said land, structure and improvements thereon erected to the extent of said amount, two thousand thirty two and 46/100 dollars ($2,032.46), pursuant to the provisions of Section 64-1101, et seq., Code of Tennessee, and the expense of recording this Lien Notice in the Register's Office of this County, in the sum of $4.50.

This the 26 day of February, 1968.

M. D. CASHION d/b/a WOODBINE PAVING CO.

07128

By M. D. Cashion

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY
STATE OF TENN

STATE OF TENNESSEE
COUNTY OF DAVIDSON FEB 26 4 14 PM '68

NOTE BOOK 118 PAGE 324
RECORDING FEES $ 4.50
DEP. REG. B

Comes M. D. Cashion d/b/a Woodbine Paving Company, with whom I am personally acquainted, and who, after being duly sworn, makes oath that he is familiar with the facts above set forth and that the statements contained in the foregoing Lien instrument are true to the best of his knowledge, information and belief, and that there are no offsets, credits, or counterclaims against the same, and that said claim is fully due, owing and unpaid, and that he has authority to execute this Lien Notice and make this affidavit and acknowledgement.

Witness my hand and official seal at Nashville, Tennessee, this the 26 day of February, 1968.

Kirk C. Cate
NOTARY PUBLIC

My Commission Expires: 4-30-70